

STATE LANDS COMMISSION

100 Howe Avenue, Suite 100-South
Sacramento, CA 95825

Tel. (916) 574-1871 ♦ Fax (916) 574-1875

REQUEST FOR PROPOSAL

March 25, 2010

Bid Log Number 2009-10

Title: Sacramento-San Joaquin Delta Primary Zone Study

NOTICE TO PROSPECTIVE BIDDERS

The Delta Protection Commission (DPC) is soliciting Proposals for Consulting Services entitled "Sacramento-San Joaquin Delta Primary Zone Study" Bid Log Number 2009-10. The nature and scope of the study is detailed in this RFP. In submitting your proposal, you must comply with the instructions found herein.

Note that all agreements entered into with the State of California will include by reference General Terms and Conditions and Contractor Certification Clauses that may be viewed and downloaded at Internet site <http://www.documents.dgs.ca.gov/ols/GTC-307.doc>. If you do not have Internet access, a hard copy can be provided by contacting the person listed below.

This project has a mandatory participation goal of three percent (3%) of the total contract price for qualified Disabled Veteran's Business Enterprise (DVBE). This three percent (3%) goal may be achieved by a combined effort of the Contractor and sub-contractors. Any business used to meet the DVBE requirement must be certified by or have certification pending with the Department of General Services, Office of Small Business Certification and Resources.

For this RFP, we are offering progressive incentives to those bidders who exceed the three percent (3%) DVBE participation requirement. The incentive is added to the score for cost after point totals are computed by comparing relative prices bid. The DVBE incentive applies only to those bidders that exceed the three percent participation goal.

The California State Lands Commission provides contracted fiscal and administrative services to DPC and shall be the primary point of contact for bidders in the conduct of this procurement.

For questions regarding this Request for Proposal or the ensuing Agreement, contact: **Annabell Abeleda at California State Lands Commission, 100 Howe Avenue, Suite 100 South, Sacramento, California 95825, Tel. (916) 574-1871, Fax (916) 574-1875 or by E-mail: abeleda@slc.ca.gov**

Enclosure

REQUEST FOR PROPOSAL
FOR
SACRAMENTO-SAN JOAQUIN DELTA PRIMARY ZONE STUDY
BID LOG NO. 2009-10

100 Howe Avenue, Suite 100—South
Sacramento, CA 95825
Attn: Annabell Abeleda
Tel. (916) 574-1871 Fax (916) 574-1875

INTRODUCTION

- A) Agency Mission** – DPC is to guide the protection of the Sacramento-San Joaquin Delta's unique agricultural values, natural quality, cultural viability, economic vitality, and recreational opportunity through:
- Protection, maintenance, and enhancement and restoration of the overall quality of the Delta environment including agriculture, wildlife habitat, and recreational activities;
 - Findings, goals, policies and recommendations in the areas of land use, agriculture, natural resources, recreation and access (including marine patrol, boater education and safety programs), water, levees, utilities and infrastructure; and
 - Assurance of orderly, balanced conservation and development of Delta land resources.
- B) Agency Vision** – The vision of DPC is to facilitate a region in which the essential land uses and unique natural qualities flourish in self-sustaining harmony.
- C) Purpose and Description of Services** – In November 2009, the California Legislature passed and Governor Schwarzenegger signed a comprehensive water package that included four policy bills and an \$11.14 billion bond measure. Senate Bill X7-1 (SB 1) by Senators Simitian and Steinberg establishes the framework to achieve the co-equal goals of providing a more reliable water supply to California and restoring and enhancing the Delta ecosystem. Specifically, this Bill creates the Delta Stewardship Council, ensures that the Department of Fish and Game and the State Water Resources Control Board identify the water supply needs of the Delta estuary, establishes the Sacramento-San Joaquin Delta Conservancy, restructures the DPC, and appropriates funding from Proposition 84 for the Two-Gates Fish Protection Demonstration Program.

The DPC operates under the regulatory authority of the 1992 Delta Protection Act, which established the boundaries of the Primary Zone of the Delta. SB 1 directs the newly reconstituted DPC to prepare and submit to the Legislature, on or before July 1, 2010, recommendations regarding the potential expansion of or change to the Primary Zone or the Delta. The DPC is directed by SB 1 to consider recommendations on the status of all of the following areas: Rio Vista, Isleton, Bethel Island, Brannan-Andrus Island, Cosumnes/Mokelumne floodway, and the San Joaquin/South Delta lowlands.

The DPC needs consultant assistance in the development of recommendations regarding the potential expansion of or change to the Primary Zone or the Delta.

- D) Scope of Work** – The services to be provided by the Consultant shall include, but not be limited to, the following (subject to review and may be tailored as circumstances dictate):
1. Assist the DPC in developing recommendations regarding the potential expansion of or change to the Primary Zone or the Delta, consistent with the requirements of Senate Bill 1, Section 29773.5. Prepare an appropriate constraints study that would provide a basis from which recommendations can be developed by the DPC.
 2. Define the areas to be evaluated for potential expansion of or change to the Primary Zone of the Delta including those areas identified in Section 29773.5 and other areas that may merit further study. Develop a methodology and process for establishing the areas to be included in the study.
 3. Establish the criteria that would be used to evaluate the resource constraints and land use characteristics of individual areas. These may include, but would not be limited to: flood zone designations, soil and drainage characteristics, habitat types, agricultural quality and vitality, levee designation (project/non-project, subventions, Proposition 84/1E funded), existing land use, planned growth, availability of infrastructure, planned infrastructure, seismic conditions, presence of cultural and historical resources, public health hazards, recreational uses, applicable local and regional plans and policies, housing supply (including agriculture related), economic conditions (trends and consequences), and community/stakeholder interests.

4. Develop a process by which these characteristics and constraints would be ranked, categorized and evaluated in order to determine the suitability and feasibility of modifying the boundary of the Primary Zone or the Delta for individual areas.
5. Develop a summary of the ranking results that would provide input for consideration in the development of recommendations by the DPC, including consideration of information gathered during preparation of the study and consultation with affected stakeholders.
6. Outline a process that would insure the engagement of key stakeholders in the process to identify important issues from their perspectives. At a minimum these stakeholders would include members of the DPC, relative state and federal agencies, Delta cities and counties, special districts, regional planning agencies, private interests, non-profits, landowners and other stakeholders identified throughout the process.
7. Prepare a work plan that would assure the involvement of agencies, and organizations and individuals that have technical advice to offer the DPC to ensure the recommendations reflect accurate data regarding conditions within the Delta.
8. Identify the technical needs to develop the recommendations and how the DPC can obtain the needed technical support to develop the recommendations.
9. Provide a strategy for developing the recommendations within the timeframe mandated by SB 1.
10. Recommend, based on the experience of the firm or its principal project team members, methods and means to involve the public, in an effective and efficient manner, in the development of the recommendations.
11. Coordinate the work and attend meetings as required with DPC staff and others who may be assisting in developing the recommendations for the DPC.

E) Proposal Requirements and Information

1. Cost Proposal – It is the intent of the DPC to award a not-to-exceed contract based on a fixed hourly rate. The hourly bid price shall include all labor, travel, materials, equipment and every other item of expense incidental to the performance of the contract including subcontractors to give a total cost for comparison purposes. While subcontractor's costs shall be part of the overall rate and bid, the amount of work proposed to be performed by each subcontractor shall be listed separately on GSPD05105 - Bidders Declaration and Listing of Subcontractors. The Cost Proposal shall be contained in a separate sealed envelope and marked "**Sealed Cost Proposal – DO NOT OPEN.**" To assist the bidder in preparing the hourly rate, DPC staff has estimated that the project will require a maximum 750 hours. No warranty is made, written or implied as to the total work to be performed pursuant to the Agreement.
2. Proposal Requirements – The proposal must be complete and accurate. Proposals must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will be sufficient cause for rejection of proposal. Bidders submitting a proposal must address each of the required sections indicated below. Attachments or Enclosures requiring signature must be signed by the individual who is authorized to bind the bidder contractually. Please label and separate each section to allow for ease of review by the team of reviewers. The content and sequence of the proposal will be as follows:

| <u>Section</u> | <u>Title</u> |
|----------------|------------------------------|
| A | Cover Letter |
| B | Table of Contents |
| C | Work to be Performed |
| D | Technical Approach/Work Plan |

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| | |
|---|-------------------------------------|
| E | Resumes/References |
| F | Subcontracts |
| G | Required Attachments and Enclosures |

- A) Cover Letter – Cover letter, which shall be part of the proposal package, must be signed by the individual who is authorized to bind the bidder contractually. This portion of the submission should be limited to one or two pages.
 - B) Table of Contents – Immediately following the cover letter, there must be a comprehensive Table of Contents of the material included in the proposal. The Table of Contents must clearly identify the proposal section/subsection and the applicable page numbers.
 - C) Work to be Performed – The bidder shall demonstrate an understanding of and approach to the work to be performed in a maximum of five (5) pages. Provide any information which is relevant to explain an understanding of the project and the approach that would be used to achieve the project objectives. The Statement shall discuss the purpose of the project, its objectives and the approach to accomplishing the objectives, key stakeholders that will need to be involved, and what aspects of the project are likely to provide the greatest challenge. At the discretion of the bidder, the Statement of Project understanding and approach may be provided as an introduction to the Work Plan and Schedule described in the following paragraph.
 - D) Technical Approach/Work Plan – The bidder shall develop a work plan or schedule for task completion. Identify each major task, necessary subtask, and/or specific milestones by which progress can be measured and payment made. The work plan and schedule will be crucial for demonstrating the bidder's ability to perform the required services. The scope of work in Sections C and D provides the objective and general tasks that must be completed.
 - E) Resumes and References
 - a. Project Personnel – List and provide resumes for all key personnel who will be working on the project and their titles. These key personnel assigned to the project shall not be reassigned or replaced without the prior written approval from the Commission.
 - b. References – List two references for services performed within the last five years. (See Enclosure D)
 - F) Subcontracts – The bidder must include a description of each person or firm and the work to be done by each subcontractor. The cost of the subcontracted work should be included in fixed hourly rate but must also be listed separately on GSPD05105 - Bidders Declaration and Listing of Subcontractors.
 - G) Required Attachments and Enclosures – Bidder shall include all documents identified in the Required Attachments and Enclosures outlined in Attachment 1, Check List. Proposals not including the proper "required attachments or enclosures" for each proposal shall be deemed non-responsive. A non responsive proposal is one that does not meet the basic proposal requirements.
3. Time Schedule – It is recognized that time is of the essence. All bidders are hereby advised of the following schedule and will be expected to adhere to the required dates and times.

| <u>Event</u> | <u>Date</u> |
|--|-------------|
| RFP available to prospective bidder | 3-25-2010 |
| Written Question Submittal Deadline | 4-12-2010 |
| Final Date for Proposal Submission, no later than 2:00 pm | 4-15-2010 |
| Pregualification Evaluation (estimated) | 4-19-2010 |
| Finalist Interviews (estimated) | 4-22-2010 |
| Notice of Intent to Award (estimated) | 4-23-2010 |
| Last Day to Protest the Award (estimated) | 4-30-2010 |
| Contract development, processing and execution (estimated) | 5-3-2010 |
| Contract Start Date (estimated) | 5-17-2010 |
| Submission of final report (estimated) | 6-24-2010 |

4. Questions – All questions concerning this RFP shall be submitted in writing by email to abeleda@slc.ca.gov or by fax to (916-574-1875) on or before April 12, 2010.
5. Selection Criteria – Proposals will be evaluated to determine how well the bidder's proposal meets the following:
 - a) Professional experience of the individual or firm in relation to the work to be performed.
 - b) Professional experience and academic background of the principals to be assigned to the project.
 - c) Demonstrated competence and experience of the individual or firm relevant to this project.
 - d) Reliability of the individual or firm and longevity of the proposed firm's staff.
 - e) Individual or firm's workload and demonstrated ability to meet schedules.
6. Proposal Evaluation Process – The proposal must be organized to correspond with all requirements and formats set forth in this RFP. The proposal should be clear, concise and complete. All information must be contained in the proposal. No assumption will be made by DPC regarding the intentions of the bidder in submitting the proposal. Written proposals must be bound and organized in a manner to facilitate ease of review by evaluators. All sections will be used in the evaluation. Bidders not providing all requested information may be rejected.

All proposals submitted will be evaluated for form and content in accordance with the provisions stated in the final solicitation document. Clarifications may be requested from the bidder at any phase of the evaluation process for the purpose of clarifying ambiguities in the information presented in the proposal.

Proposals and any work sample should be submitted with the most favorable terms the bidder can offer. If DPC is unable to execute an Agreement with the apparent successful competitor, DPC reserves the right to award the Agreement to the next highest scoring responsive and responsible bidder whose proposal conforms to the requirements of this solicitation document.

The purpose of the proposal evaluation process in **two (2) phases**: 1) to assess the response for compliance with the minimum qualifications, content and format requirements; and 2) to identify the bidder that has the highest probability of satisfactorily performing the services as described herein. The evaluation process will be conducted in a comprehensive and impartial manner as set forth herein:

1) Prequalification Evaluation

- a. Each proposal package will be date and time stamped when received.
- b. Each proposal package will be inspected to ascertain that it is properly sealed and labeled. Proposals not passing this inspection may not be accepted.
- c. All proposals will remain sealed and in a secured area until opening, at which time all proposals will be opened together. Contents of all proposals may be considered public information when a Notice of Intent to Award is posted.
- d. All proposals will be reviewed to determine if they satisfy the minimum qualifications and contain the required submittals specified in this RFP.

2) Proposal Evaluation – Proposals that pass the prequalification evaluation review will undergo an evaluation process conducted by a team of reviewers appointed by the Commission. Each team member will independently evaluate and score the proposals based on the categories enumerated in Scoring System laid out below.

3) Finalist Interviews – The three highest scoring bidders may be invited to an interview. The interview will have a maximum rating of **150 points**, as identified on the Scoring System. Interview points will be added to the Proposal Evaluation points. If DPC decided not to conduct interviews, the bidder scoring the highest on the proposal evaluation will be awarded the contract at DPC's discretion.

7. Scoring System – The highest point score that will be awarded for this proposal is **450 points plus any DVBE incentives** and it will be based on the information provided by the Consultant meeting all requirements and criteria as stated in the RFP. Responsiveness to the requirements of the RFP, especially in adhering to the required format, ease of understanding and conciseness and clarity of the proposal is of utmost importance.

1) **Technical Proposal**

Points 75

- a. Completeness of work plan and proposal content. (30 points)
- b. Demonstrated knowledge of the resources available before report process and to complete a report addressing the issues in the scope of work requested. (30 points)
- c. Level of understanding of the services requested as evidenced by the written work plan and proposal content. (15 points)

2) **Qualifications and Experience**

Points 75

- a. Ability of the individual or firm to perform the work required, as demonstrated by the submitted resume(s), references, and work plan. (20 points)
- b. Individual or firm's experience in designing and utilizing an outreach process that ensured meaningful engagement in the planning process from a full array of stakeholders. (30 points)
- c. Professional qualifications, educational background, and current professional designations related to the scope of work requested. (25 points)

3) **Interview**

Points 150

Interviews will be conducted with the top three firms on points earned after evaluation of Technical Proposals and Qualifications and Experience sections. All other proposals not in the top 3 will not be considered further.

4) **Cost**

Points 150

This phase consists of opening and evaluating cost proposals. The lowest bid on a qualified proposal under the provisions of this RFP will receive the highest points. Each remaining bidder will receive points determined by multiplying 150 by the result of dividing the low bid by its bid. All scores will be truncated down to the nearest integer.

Example:

The lowest bid is \$50.00 per hour and another bid is \$60.00 per hour, the low bidder would receive 150 points. The other proposal would receive $(50/60) \times 150 = 125$ points. This computation will be made after adjustments for DVBE and Small Business preferences to the hourly rate bid.

DVBE Incentive Points

This solicitation has a mandatory 3% Disabled Veteran Business Enterprise (DVBE) participation goal. A total of 3% of the contract amount must be allocated to a certified DVBE and must be submitted with the cost proposal. An incentive bonus for participation in excess of 3% of the total contract amount will be subtracted from the hourly rate bid for purposes of comparing to other bidders and the award of points as follows:

| | |
|--------------------------------------|----------|
| Over 3% up to 4% DVBE participation | 1 point |
| Over 4% up to 6% DVBE participation | 3 points |
| Over 6% up to 8% DVBE participation | 4 points |
| Over 8% up to 10% DVBE participation | 5 points |
| Over 10% | 7 points |

These incentive points will not be used to determine the top three proposals for interview; only in the final total point comparison.

Small Business Incentive

Should the proposing firm be a certified California Small Business, or propose subcontracting at least 25% of the total work to certified California Small Business, their proposed cost will be reduced by 5% for purposes of comparing to the other bidders and the award of points.

For more information regarding DVBE and Small Business programs go to:

<http://www.pd.dgs.ca.gov/smbus/default.htm>

8. **Submission of Proposal**

- a) A minimum of the **original and 9 copies** of the proposal must be submitted.
- b) The original proposal must be marked "ORIGINAL COPY". All documents contained in the original proposal package must have original signatures and must be signed by a person who is authorized to bind the proposing firm.
- c) The Cost Proposal and all cost information must be submitted in a separate sealed envelope. The envelope should be affixed to the outside of the proposal package and marked "**Sealed Cost Proposal – DO NOT OPEN.**"

- d) All proposals must include the documents identified in the **Required Attachment Checklist**. Proposals not including the proper required attachments and/or enclosures shall be deemed non-responsive. A non-responsive proposal is one that does not meet the basic proposal requirements and will be rejected.
- e) All proposals must be submitted in a sealed envelope and delivered to California State Lands Commission on or before the due date and time for this RFP. Proposals received after the date and time posted for this RFP will not be considered.
- f) The proposal envelopes must be plainly marked with the Bid Log number and title, your firm name and address, and must be marked with "DO NOT OPEN", as shown in the following example:

(Bid Log Number and Title)
 (Your Firm Name)
 (Your Firm Address)
 DO NOT OPEN

- g) Mail or deliver proposals to the following address:

U.S. Postal Service Deliveries or Hand Deliveries
 (UPS, Express Mail, Federal Express)
 California State Lands Commission
 100 Howe Avenue, Suite 100 South
 Sacramento, CA 95825
 Attn: Annabell Abeleda

- h) Bidders are solely responsible for insuring delivery of their proposal no later than the date and time specified in this RFP. Use of the U.S. Postal Service, express or overnight delivery, or any other service which might result in delayed delivery shall not relieve the bidders from the conditions of the specified deadline. It is the State's policy to make every effort to ensure that all proposals have been received and properly time stamped; however, bidders are ultimately responsible for ensuring timely receipt of their proposal at the address stated above. Bidders may verify receipt of their proposal by contacting the name specified above at (916) 574-1871.
- i) If the proposal is made under a fictitious name or business title, the actual legal name of the bidder must be provided. Proposals not submitted in a sealed envelope and marked as indicated will be rejected.
- j) Proposals must be submitted for the performance of all the services described herein. Any deviation from work specifications will not be considered and will cause a proposal to be rejected.
- k) A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any or all proposals and may waive any immaterial deviation in a proposal. The State's waiver of immaterial defect shall in no way modify the RFP document or excuse the bidder from full compliance with all requirements if awarded the agreement.
- l) Costs for developing proposals and in anticipation of award of the agreement is entirely the responsibility of the bidder and shall not be charged to the State.
- m) A bidder may modify a proposal after its submission by withdrawing its original proposal and resubmitting a new proposal prior to the proposal submission deadline. Proposal modifications offered in any other manner, oral or written, will not be considered.
- n) A bidder may withdraw its proposal by submitting a written withdrawal request to the State, signed by the bidder or an authorized agent. A bidder may thereafter submit a new proposal prior to the proposal

submission deadline. Proposals may not be withdrawn without cause subsequent to proposal submission deadline.

- o) Bidders are cautioned not to rely on the State during the evaluation to discover and report to the bidder any defects and errors in the submitted documents. Bidders should carefully proof their proposal for errors and adherence to the RFP requirements prior to submitting their documents.
 - p) Where applicable, bidder should carefully examine work sites and specifications. Bidder shall investigate conditions, character, and quality of surface or subsurface materials or obstacles that might be encountered. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications.
 - q) No more than one proposal from an individual, firm, partnership, corporation or association under the same or different names will be considered. Reasonable grounds for believing that any bidder has submitted more than one proposal for the work contemplated herein will cause the rejection of all proposals submitted by that bidder. If there is reason for believing that collusion exists among the bidder, none of the participants in such collusion will be considered in this or future procurements.
 - r) The State or awarding agency does not accept alternate contract language from a prospective contractor. A proposal with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable. The GTC may be viewed at the Internet site <http://www.documents.dgs.ca.gov/ols/GTC-307.doc>
 - s) The awarding agency reserves the right to reject all proposals for reasonable cause. If all proposals are too high, the agency is not required to award the agreement.
 - t) The awarding agency may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum to all parties who received a proposal package.
9. Award and Protest –The agreement shall be awarded to the responsible bidder achieving the highest point score meeting all requirements. The proposed contract award shall be posted in a public place in the office of State Lands Commission, 100 Howe Avenue, Suite 100-South, Sacramento, California 95825 and on the following internet site:
http://www.slc.ca.gov/Misc_Pages/Contracting_Opportunities_Home_Page.html for five (5) working days prior to awarding the agreement. After posting the Notice of Intent to Award, all proposals and evaluation sheet will be available for public inspection. Interested parties should contact the Contracts Office at (916) 574-1871.

If any bidder prior to the award of the agreement, files a protest with the State Lands Commission and Department of General Services, Office of Legal Services, the contract shall not be awarded until either the protest has been withdrawn or Department of General Services has rendered a decision. After filing a protest, the protestant has five calendar days to file a detailed written statement of the protest grounds if the original protest did not contain the complete grounds for the protest.

There is no basis for protest if the awarding agency rejects all bids or proposals, based on the interests of the state or the protestant was not a bidder. The protest shall be limited to the following grounds:

- DPC failed to substantially adhere to any specified procedures as set out in the RFP.
- DPC failed to apply correctly the standards for reviewing the format requirements or failed to evaluate the proposals as specified in the RFP.
- DPC failed to follow evaluation and rating methods as specified in the RFP.

- DPC proposes to award a contract to other than the bidder receiving the highest rating and satisfactorily meeting all requirements of the final contract negotiation.
- DPC used a method other than that set out in the RFP to determine contract award.

10. Standard Conditions of Service – The services of the Contractor shall be available no later than five (5) days, or the express date set by the awarding agency and the Contractor, **after all approvals have been obtained and the agreement is fully executed.** Should the Contractor fail to commence work at the agreed upon time, the awarding agency, upon five (5) days written notice to the Contractor reserves the right to terminate the agreement. In addition, the Contractor shall be liable to the State for the difference between Contractor's Proposal price and the actual cost of performing the work by the second highest proposal or by another contractor. No oral understanding or agreement shall be binding on either party.

If currently not on file with the awarding agency, Contractor must complete and submit the Payee Data Record (STD 204), to determine if the Contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code sections 18662 and 26131. No payment shall be made unless a completed STD 204 has been returned to the awarding agency.

If currently not on file with the awarding agency, Contractor must sign and submit one (1) Contractor Certification Clauses (CCC) which can be found on the internet site at <http://www.documents.dgs.ca.gov/ols/CCC-307.doc>.

All performance under the agreement shall be completed on or before the termination date of the agreement. Occasionally, during the *Plan* development process, additional work for specific project plans is required to support the *Plan* itself. These management/specific project plans are more detailed in nature than the general plan but integral to its development. The topic of each specific plan is typically unknown at the beginning of the *Plan* process and emerges through the inventory and public input phases. As such, the DPC reserves the right to amend the Contractor's agreement to incorporate such specific plans, with a description of the scope of work and associated costs.

11. Disposition of Proposals – Upon proposal opening, all documents submitted in response to this RFP will become the property of the State and will be regarded as public records under the California Public Record Act (Government Code Section 6250 et seq.) and subject to review by the public. The State cannot prevent the disclosure of public documents. However, the contents of all proposals, draft proposals, correspondence, agenda, memoranda, working papers, or any other medium which discloses any aspect of a bidder's proposal, shall be held in the strictest confidence until the letter of "Intent to Award" is posted.

Proposal packages may be returned upon request and only at the bidder's expense, unless such expense is waived by the awarding agency.

12. Standard Agreement Sample – The Contractor should review the terms of this contract and become familiar with its language. This will substantively be the contract that will be entered into between the State and Contractor.
13. Small Business Enterprise Preference Program – Bidders seeking a five percent small business preference must submit a copy of their DGS small business certifications of the prime or subcontractors with their cost bids.

The Office of Small Business Certification and Resources (OSBCR) offer program information and may be reached at:

Department of General Services
Office of Small Business and DVBE Services
707 3rd Street, 1st Floor, Room 400

Bid Log Number 2009-10

Sacramento-San Joaquin Delta Primary Zone Study

14. Disabled Veteran's Business Enterprise Participation and Certification – **This project has a mandatory participation goal of three percent (3%) of the total contract price for qualified Disabled Veteran's Business Enterprise (DVBE).** This three percent (3%) goal may be achieved by a combined effort of the Consultant and sub-contractors. Any business used to meet the DVBE requirement must be certified by or have certification pending with the Department of General Services, Office of Small Business Certification and Resources. Consultant will clearly identify within their proposal, those sub-contractors that are certified DVBE's. The cost estimate will identify the amounts allocated to those sub-contractors that are certified DVBE's in their cost proposal.

Contractor is advised that, commitment made to achieve disabled veteran business enterprise (DVBE) participation, if awarded the contract, Contractor must within 60 days of receiving final payment under this agreement (or within such other time period as may be specified elsewhere in this agreement) certify in a report to the awarding department: (1) the total amount the prime contractor received under the contract; (2) the name and address of the DVBE(s) that participated in the performance of the contract; (3) the amount each DVBE received from the prime contractor; (4) that all payments under the contract have been made to the DVBE(s); and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Military & Veterans Code (M&VC) section 999.5(d)).

Contractor understands and agrees that should award of this contract be based in part on their commitment to use the Disabled Veteran Business Enterprise (DVBE) subcontractor(s) identified in their proposal or offer, per Military and Veterans Code 999.5 (e), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by the Department of General Services (DGS). Changes to the scope of work that impact the DVBE subcontractor(s) identified in the proposal or offer and approved DVBE substitutions will be documented by contract amendment.

Failure of Contractor to seek substitution and adhere to the DVBE participation level identified in the proposal or offer may be cause for contract termination, recovery of damages under rights and remedies due to the State, and penalties as outlined in M&VC section 999.9; Public Contract Code (PCC) section 10115.10, or PCC section 4110 (applies to public works only).

For general regarding DVBE contracting assistance, email osdshelp@dgs.ca.gov or call (916) 375-4940.

DVBE Incentive

For this RFP, we are offering progressive incentives to those bidders who exceed the three percent (3%) DVBE participation requirement. The incentive is computed by comparing relative prices bid. The DVBE incentive applies only to those bidders that exceeded the three percent participation goal.

Attachment 1

REQUIRED ATTACHMENTS AND ENCLOSURES CHECK LIST

A complete bid or bid package must include the items identified below.

Complete this checklist to confirm the items in your bid. Place a check mark or "X" next to each item that you are submitting to the State. **For your bid to be responsive, all required attachments and enclosures must be completed and returned.** This checklist should be returned with your bid package.

| <u>Attachments</u> | <u>Attachment Name/Description</u> |
|---------------------------|--|
| _____ Attachment 1 | Required Submission Check List |
| _____ Attachment 2 | Bid/Bidder Certification Sheet |
| _____ Attachment 3 | Cost Proposal – Sealed envelope marked “ Cost Proposal – Do not Open ” |
| _____ Attachment 4 | Bidder References (See Section F, 2 Proposal Requirements) |
| <u>Enclosures</u> | <u>Name/Description</u> |
| _____ Enclosure 1 | STD.204 - Payee Data Record |
| _____ Form on Web | CCC-307 - Contractor Certification Clauses http://www.documents.dgs.ca.gov/ols/CCC-307.doc . |
| _____ Enclosure 2 | Darfur Contracting Act Form (one copy) |
| _____ Forms on Web | Small Business/Disabled Veteran Business Enterprise Participation Forms and Instructions – REQUIRED WITH COST PROPOSAL GSPD05105 - Bidders Declaration and Listing of Subcontractors http://www.documents.dgs.ca.gov/pd/calcard/BidderDeclarationGSPD05105.pdf Std.843 Disabled Veteran Business Enterprise Declaration and copies of DVBE certification letters for Prime and/or each DVBE subcontractor firm proposed as applicable http://www.documents.dgs.ca.gov/pd/poliproc/STD-843FillPrintFields.pdf |

*If applicable

Attachment 2

BID/BIDDER CERTIFICATION SHEET

[This **BID CERTIFICATION SHEET** must be signed and returned along with all of the **REQUIRED ATTACHMENTS AND ENCLOSURES** as an entire package with signatures. The Bid Certification Sheet and the Required Attachments must be transmitted in a sealed envelope in accordance with all bid instructions.]

Do not return Attachment 5 "Sample Agreement"

- A. Our all-inclusive cost proposal is submitted in a sealed envelope marked **"Cost Proposal – Do not Open."**
- B. I have read and understand the DVBE Participation requirements and have included documentation demonstrating that I have met or exceeded the participation goals for this procurement.
- C. Place all required attachments behind this certification sheet.
- D. The signature affixed hereon and dated certifies compliance with all the requirements of this proposal document. The signature below authorizes the verification of this certification.

An Unsigned Proposal/Proposer Certification Sheet May Be Cause For Rejection

| | | |
|--|---|---|
| 1. Company Name | 2. Telephone Number () | 2a. Fax Number () |
| 3. Address | | |
| Indicate your organization type: | | |
| 4. <input type="checkbox"/> Sole Proprietorship | 5. <input type="checkbox"/> Partnership | 6. <input type="checkbox"/> Corporation |
| Indicate the applicable employee and/or corporation number: | | |
| 7. Federal Employee ID No. | 8. California Corporation No. | |
| 9. Indicate applicable license and/or certification information: | | |
| 10. Proposer's Name (Print) | 11. Title | |
| 12. Signature | 13. Date | |
| 14. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as: | | |
| <div style="display: flex; justify-content: space-between;"><div style="width: 45%;">a. California Small Business Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number: _____</div><div style="width: 45%;">b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter your service code below: _____</div></div> | | |
| NOTE: A copy of your Certification is required to be included if either of the above items is checked "Yes" . Date application was submitted to OSBCR, if an application is pending: _____ | | |

BID/BIDDER CERTIFICATION SHEET

Complete the numbered items on the Bid/Bidder Certification Sheet by following the instructions below.

| Item Numbers | Instructions |
|----------------|--|
| 1, 2, 2a, 3 | Must be completed. These items are self-explanatory. |
| 4 | Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business. |
| 5 | Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit. |
| 6 | Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals. |
| 7 | Enter your federal employee tax identification number. |
| 8 | Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California. |
| 9 | Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured. |
| 10, 11, 12, 13 | Must be completed. These items are self-explanatory. |
| 14 | If certified as a California Small Business, place a check in the "yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSBCR. |

Attachment 3

COST PROPOSAL WORKSHEET

Professional Services Hourly Rate _____ X 750 hours = _____ Total Cost

The hourly rate shall include all costs in preparing and executing the work to be performed. It shall include all labor, equipment, transportation, supplies, materials and subcontracts necessary to complete the proposed work to be performed in this RFP.

The Commission anticipates that the work to be performed will not exceed a total of 750 hours.

Attachment 4

BIDDER REFERENCES

Failure to complete and return this attachment with your proposal will cause your proposal to be rejected and deemed non-responsive.

List below two references for services performed within the last five years, which are similar to the scope of work to be performed in this contract. If references cannot be provided, please explain why on an attached sheet of paper.

| | | | |
|---------------------------------------|--------------------------|-------|----------|
| REFERENCE 1 | | | |
| Name of Firm | | | |
| Street Address | City | State | Zip Code |
| Contact Person | Telephone Number | | |
| Dates of Service | Value or Cost of Service | | |
| Brief Description of Service Provided | | | |

| | | | |
|---------------------------------------|--------------------------|-------|----------|
| REFERENCE 2 | | | |
| Name of Firm | | | |
| Street Address | City | State | Zip Code |
| Contact Person | Telephone Number | | |
| Dates of Service | Value or Cost of Service | | |
| Brief Description of Service Provided | | | |

Attachment 5

SAMPLE OF PROPOSED CONTRACT

Note: The following 6 pages represent a sample of the contract that will be awarded, if any, from this RFP. Please review it carefully and present any questions in writing to the Contract Officer identified for this RFP.

INFORMATION ONLY. DO NOT SIGN OR RETURN WITH PROPOSAL

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD.213 (NEW 02/98)

AGREEMENT NUMBER

CONTRACT REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

CONTRACTOR'S NAME

2. The term of this Agreement is:

3. The maximum amount of this Agreement is:

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

| | |
|---------------------------|---------|
| Exhibit A – Scope of Work | Page(s) |
|---------------------------|---------|

| | |
|---|---------|
| Exhibit B – Budget Detail and Payment Provision | Page(s) |
|---|---------|

| | |
|---|--------|
| Exhibit C* – General Terms and Conditions | GTC307 |
|---|--------|

| | |
|---|---------|
| Check mark one item below as Exhibit D: | Page(s) |
|---|---------|

☒ Exhibit D – Special Terms and Conditions (attached hereto as part of this agreement)

☐ Exhibit D* – Special Terms and Conditions

| | |
|--|---------|
| Exhibit E – Contractor's Cost Proposal | Page(s) |
|--|---------|

Items shown with an Asterisk (*) are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language/default.htm

IN WITNESS WHEREOF, this Agreement has been executed by parties hereto.

CONTRACTOR

CALIFORNIA
Department of General Services
Use only

CONTRACTOR'S NAME (if other than individual, state whether a corporation, partnership, etc.)

BY (Authorized Signature)

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

BY (Authorized Signature)

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

State Lands Commission , 100 Howe Ave., Suite100 South, Sacramento, CA 95825

☐ Exempt per _____

EXHIBIT A

SCOPE OF WORK

1. **Services** – Contractor agrees to provide all labor, equipment, transportation, supplies, materials necessary to complete the services described in the Delta Protection Commission's solicitation, Request for Proposal, Bid Log Number 2009-10, entitled "Sacramento-San Joaquin Delta Primary Zone Study" which is hereby incorporated by reference and made a part of this Agreement. All work performed pursuant to the terms of this agreement shall be done in accordance with and for the price stated in Exhibit E, Contractor's Cost Proposal.

The parts of this agreement are complementary and describe and provide for the completion of the work specified herein, no document or communication passing between the parties hereto shall be deemed a part of this agreement.

2. **Conflict** – Any inconsistency in this Agreement, unless otherwise provided herein, shall be resolved by giving precedence in the following order: (a) Standard Agreement; (b) Scope of Work to be Performed; (c) Request for Proposals and (d) Contractor's Cost Proposal.

Item "b" and "c" above and their supporting documentation are hereby incorporated by reference and made apart of this Agreement as if included herein. No document or communication passing between the parties hereto shall be deemed a part of this Agreement unless expressly identified as being a part of it.

3. **Responsibilities of Project Managers** – The Project Managers shall be the day-to-day representative for the administration of this Agreement. Except as otherwise expressly provided, all communications relative to this Agreement shall be given to the Project Managers assigned to this project. The State Project Manager shall have the right to change its Project Manager upon written notice to the Contractor. Contractor shall change its Project Manager only upon prior written approval from the State Project Manager.

The Project Managers during the term of this Agreement will be:

Delta Protection Commission
Name: Linda Fiack
Phone: 916-776-2290
Fax: 916-776-2293
E-mail: Linda.Fiack@delta.ca.gov

Contractor
Name:
Phone:
Fax:
E-mail:

4. Direct all Agreement inquiries to:

California State Lands Commission
Name: Annabell Abeleda
Phone: (916) 574-1871
Fax: (916) 574-1875
E-mail: abeleda@slc.ca.gov

Contractor
Name:
Phone:
Fax:
E-mail:

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment – For services satisfactorily rendered and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.

Payments shall be made to the Contractor monthly and only upon verification of delivery or completion of predetermined milestones. With respect to the payment, a report shall be prepared by the Contractor in sufficient scope and detail to define actual progress of the work and specific milestones completed, including a description of the activities of the Contractor and subcontractors; a description of the problems encountered; the status of various tasks underway; and up-to-date planning and milestone schedule; a statement of tasks and milestones completed; and a statement of funds budgeted and expended to date for each task including identification of personnel used with time, compensation, and expenses paid or payable to each worker by the Contractor, material purchased and any other costs incurred during the payment period.

Invoices shall include the Agreement Number and be submitted in triplicate in arrears to:

Delta Protection Commission
C/o California State Lands Commission
100 Howe Avenue, Suite-100 South
Sacramento, CA 95825-8202
Attn.: Contracts Officer

2. Budget Contingency Clause: It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for this Contract, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either: cancel this Agreement with no liability occurring to the State, or offer an Agreement Amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause: Payment will be made in accordance with and within the time specified in Government Code, Chapter 4.5 (commencing with Section 927).
4. Retention: In accordance with the requirements set forth in the State Contracting Manual, Section 7.33.B, the State may withhold, from the invoiced payment amount to the Contractor, an amount equal to ten percent (10%) of that payment. Such retained amount shall be held by the State and only released to the Contractor upon the State's staff determination that the Contractor has satisfactorily completed all of the required services as itemized on the invoice. If it is determined that an amount is withheld, it shall be released pending final completion of the Agreement.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

This document can be viewed at: <http://www.documents.dgs.ca.gov/ols/GTC-307.doc>

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. Effective Date – The effective date of this Agreement is either the start date specified in Paragraph 2 of the Standard Agreement or the approval date by the Department of General Services, whichever is later. No work shall commence until the effective date.
2. Amendments – Amendments to this Agreement may be proposed by either party and shall be effected by issuance of a written instrument executed by both parties. The Agreement price may be equitably adjusted to reflect any additional costs or new savings resulting from such amendment(s).

Work subject to such amendment(s) shall be performed in accordance with all applicable requirements of this Agreement, including any amendments thereto. No guarantee is made hereby that any change(s) or additional work will be authorized or required. The State reserves the right to make all adjustments in work in a manner which it, in its sole discretion, determines to be in the best interests of the State, including, but not limited to, the hiring of additional contractors or replacement of subcontractors, subject to all other provisions of this Agreement.

3. Settlement of Disputes – In the event of a dispute, Contractor shall file a “Notice of Dispute” with **California State Lands Commission**, within ten (10) days of discovery of the problem. Within ten (10) days, the Executive Officer or designee shall meet with the Contractor and Project Manager for purposes of resolving the dispute. The decision of the Executive Officer or designee shall be final.
4. Evaluation of Contractor – Performance of the Contractor under this Agreement will be evaluated. The evaluation shall be prepared on Contract/Contractor Evaluation Sheet, Std. 4 and maintained in the Agreement file for consultant Agreements, a copy of the evaluation will be sent to the Department of General Services, Office of Legal Services, if it is negative and the Contract amount is over \$5,000.00.
5. Contract Performance – All performance under the Agreement shall be completed on or before the termination date of the Agreement.

Task Approval Process – Each major task must be approved by a designated Agency approval committee in writing prior to execution of and in order to receive payment for the task. The State reserves the right to modify; reject, cancel, or stop any and all plans, schedules or work in progress. In such event, the Contractor agrees to use all reasonable efforts to mitigate expenses and obligations thereunder. The State shall reimburse the Contractor for all satisfactory services rendered and expenses, if any, incurred prior to such notice of termination, as well as the fees withheld in accordance with the paragraph of this Attachment and shall hold the Contractor harmless from commitments therefore reasonably made in performance of the duties prescribed under the terms of this Agreement.

The Contractor represents that he or she has or shall secure at its own expense, all staff including subcontractors and legal staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have any personal contractual relationship with CSLC or any other governmental entity.

6. Release of Information by Contractor – No reports, information, discoveries, or data obtained, assembled, developed, or obtained by the Contractor pursuant to this Agreement shall be released, made available to any person, or used in any manner by the Contractor in other activities without prior written approval of the Agency.
7. Copyrights – Unless expressly agreed to in writing, the Agency is to retain ownership of all original material resulting from this Agreement. No reports or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor or his subcontractor without the express authority of the Agency. The State shall have unrestricted authority to publish, disclose, distribute, and otherwise use in whole or in part, any reports, data, or other materials prepared under this Agreement.
8. Validity – The invalidity in whole or in part of any provision of this Agreement shall not void or effect the validity of any other provision of this Agreement.

9. Replacement of Personnel

BY CONTRACTOR – This Agreement is for services to be provided by specific persons listed and described in Contractor's Proposal Submittal and the Contract Price is based on salaries for these same persons as identified in Contractor's Cost Proposal. DPC enters into this Agreement relying on the skills and qualifications of those persons and the costs identified for them by Contractor. Contractor acknowledges that in the event any or all of these individuals are removed, replaced or reassigned by Contractor, such removal, replacement, or reassignment may result in serious harm to DPC. Contractor agrees not to remove, replace, or reassign such individuals without the written approval of DPC. Such approval shall not be unreasonably withheld or delayed provided that any replacement or additional personnel proposed during the life of the contract meet or exceed the skill level and experience that the Contractor proposed. The State Project Manager will be the final decision authority as to whether substitute personnel meet the qualifications and whether to approve the substitution of the Contractor team members. Contractor shall provide to the State's Project Manager the name and resume of such person and the work to be performed, along with a justification of the necessity for the substitution or addition and the rate to be charged. Contractor agrees not to charge DPC for the time spent in selecting and familiarizing new personnel with the Work.

BY DPC – If DPC finds the performance of any of Contractor's employees to be unsatisfactory and so notifies the Contractor in writing, Contractor shall have a reasonable time not to exceed 30 days to remedy that person's unsatisfactory performance or to replace said employee. This provision does not in any way require, endorse or approve (expressed or implied) the termination of employment by the Contractor of any employee removed, replaced, or reassigned under the terms of this paragraph.

10. Conflict with Existing Law – The Contractor and DPC agree that if any provision of this Agreement is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of this Agreement shall remain in full force and effect. Either party having knowledge of such terms or provision shall promptly inform the other of the presumed nonapplicability of such provision. Should the offending provision go to the heart of this Agreement, this Agreement shall be terminated in a manner commensurate with the interest of both parties, to the maximum extent reasonable.
11. Licenses and Permits – The Contractor warrants that it is an individual or firm licensed to do business in California and has obtained, at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement. In the event any license(s) and/or permit(s) expire at any time during the term of this Agreement, Contractor agrees to provide agency a copy of the renewed license(s) and/or permit(s) within 30 days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this Agreement.

Enclosure 1

**STATE OF CALIFORNIA
PAYEE DATA RECORD**

STD.204 (REV. 2-99)

(Required in lieu of IRS W-9 when doing business with the State of California)

NOTE: Government entities, federal, state, and local (including school districts) are not required to submit this form.

SECTION 1 must be completed by the requesting state agency before forwarding to the payee.

| | | |
|----------|---|---|
| 1 | DEPARTMENT/OFFICE California State Lands Commission <hr/> STREET ADDRESS 100 Howe Avenue, Suite 100 South <hr/> CITY, STATE, ZIP CODE Sacramento, California 95825 <hr/> TELEPHONE NUMBER Pat Paulson – (916) 574-1943 | PURPOSE: Information contained in this form will be used by state agencies to prepare information Returns (Form 1099) and for withholding on payments to nonresident payees. Prompt return of this fully completed form will prevent delays when processing payments. (See Privacy Statement on reverse) |
|----------|---|---|

| | |
|----------|---|
| 2 | PAYEE'S BUSINESS NAME <hr/> SOLE PROPRIETOR—ENTER OWNER'S FULL NAME HERE <i>(Last, First, M.I.)</i> <hr/> MAILING ADDRESS <i>(number and Street or P.O. Number)</i> <hr/> <i>(City, State and Zip Code)</i> |
|----------|---|

| | | |
|----------|--|--|
| 3 | CHECK ONE BOX ONLY <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="checkbox"/> MEDICAL CORPORATION <i>(Including dentistry, podiatry, psychotherapy, optometry, chiropractic, etc.)</i> </div> <div style="width: 45%;"> <input type="checkbox"/> PARTNERSHIP </div> </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="checkbox"/> EXEMPT CORPORATION (Nonprofit) </div> <div style="width: 45%;"> <input type="checkbox"/> ESTATE OR TRUST </div> </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="checkbox"/> ALL OTHER CORPORATIONS </div> <div style="width: 45%;"> <input type="checkbox"/> INDIVIDUAL/SOLE PROPRIETOR </div> </div> | NOTE: State and local governmental entities, including school districts are not required to submit this form. |
|----------|--|--|

| | | | | | | | |
|---|--|--|---|--|--|---|---|
| 4 | SOCIAL SECURITY NUMBER REQUIRED FOR INDIVIDUAL/SOLE PROPRIETOR BY AUTHORITY OF THE REVENUE AND TAXATION CODE SECTION 18646 (See reverse) <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:45%; border-bottom: 1px solid black;"> FEDERAL EMPLOYEE IDENTIFICATION NUMBER (FEIN) <div style="display: flex; justify-content: space-between;"> <div style="width: 100px; border-bottom: 1px solid black;"></div> <div style="width: 10px; border-bottom: 1px solid black; text-align: center;">-</div> <div style="width: 100px; border-bottom: 1px solid black;"></div> </div> </td> <td style="width:55%; border-bottom: 1px solid black;"> SOCIAL SECURITY NUMBER <div style="display: flex; justify-content: space-between;"> <div style="width: 100px; border-bottom: 1px solid black;"></div> <div style="width: 10px; border-bottom: 1px solid black; text-align: center;">-</div> <div style="width: 100px; border-bottom: 1px solid black;"></div> </div> </td> </tr> <tr> <td style="border-bottom: 1px solid black;"> IF PAYEE ENTITY TYPE IS A CORPORATION, PARTNERSHIP, ESTATE OR TRUST, ENTER FEIN. </td> <td style="border-bottom: 1px solid black;"> IF PAYEE ENTITY TYPE IS INDIVIDUAL/SOLE PROPRIETOR, ENTER SSAN. </td> </tr> </table> | | FEDERAL EMPLOYEE IDENTIFICATION NUMBER (FEIN) <div style="display: flex; justify-content: space-between;"> <div style="width: 100px; border-bottom: 1px solid black;"></div> <div style="width: 10px; border-bottom: 1px solid black; text-align: center;">-</div> <div style="width: 100px; border-bottom: 1px solid black;"></div> </div> | SOCIAL SECURITY NUMBER <div style="display: flex; justify-content: space-between;"> <div style="width: 100px; border-bottom: 1px solid black;"></div> <div style="width: 10px; border-bottom: 1px solid black; text-align: center;">-</div> <div style="width: 100px; border-bottom: 1px solid black;"></div> </div> | IF PAYEE ENTITY TYPE IS A CORPORATION, PARTNERSHIP, ESTATE OR TRUST, ENTER FEIN. | IF PAYEE ENTITY TYPE IS INDIVIDUAL/SOLE PROPRIETOR, ENTER SSAN. | NOTE: Payment will not be processed without an accompanying tax I.D. number. |
| FEDERAL EMPLOYEE IDENTIFICATION NUMBER (FEIN) <div style="display: flex; justify-content: space-between;"> <div style="width: 100px; border-bottom: 1px solid black;"></div> <div style="width: 10px; border-bottom: 1px solid black; text-align: center;">-</div> <div style="width: 100px; border-bottom: 1px solid black;"></div> </div> | SOCIAL SECURITY NUMBER <div style="display: flex; justify-content: space-between;"> <div style="width: 100px; border-bottom: 1px solid black;"></div> <div style="width: 10px; border-bottom: 1px solid black; text-align: center;">-</div> <div style="width: 100px; border-bottom: 1px solid black;"></div> </div> | | | | | | |
| IF PAYEE ENTITY TYPE IS A CORPORATION, PARTNERSHIP, ESTATE OR TRUST, ENTER FEIN. | IF PAYEE ENTITY TYPE IS INDIVIDUAL/SOLE PROPRIETOR, ENTER SSAN. | | | | | | |

| | | |
|----------|---|--|
| 5 | CHECK APPROPRIATE BOX (EX) <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="checkbox"/> California Resident – Qualified to do business in CA or a permanent place of business in CA <input type="checkbox"/> Nonresident <i>(See Reverse)</i> Payments to nonresidents for services may be subject to state withholding <input type="checkbox"/> WAIVER OF STATE WITHHOLDING FROM FRANCHISE TAX BOARD ATTACHED <input type="checkbox"/> SERVICES PERFORMED OUTSIDE OF CALIFORNIA </div> <div style="width: 45%;"></div> </div> | NOTE: a. An estate is a resident if decedent was a California resident at time of death. b. A trust is a resident if at least one trustee is a California resident. <i>(See reverse)</i> |
|----------|---|--|

| | | | | | | | | | |
|--|--|--|--|--|--------------|------------------|-------------|-------------------------|--|
| 6 | <p align="center"><i>I hereby certify under penalty of perjury that the information provided on this document is true and correct. If my residency status should change, I will promptly inform you.</i></p> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%; border-bottom: 1px solid black;"> AUTHORIZED PAYEE REPRESENTATIVE (Type or Print) </td> <td style="width:50%; border-bottom: 1px solid black;"> TITLE </td> </tr> <tr> <td style="border-bottom: 1px solid black;"> SIGNATURE </td> <td style="border-bottom: 1px solid black;"> DATE </td> </tr> <tr> <td colspan="2" style="border-bottom: 1px solid black;"> TELEPHONE NUMBER </td> </tr> </table> | | | AUTHORIZED PAYEE REPRESENTATIVE (Type or Print) | TITLE | SIGNATURE | DATE | TELEPHONE NUMBER | |
| AUTHORIZED PAYEE REPRESENTATIVE (Type or Print) | TITLE | | | | | | | | |
| SIGNATURE | DATE | | | | | | | | |
| TELEPHONE NUMBER | | | | | | | | | |

ARE YOU A RESIDENT OR A NONRESIDENT?

Each corporation, individual/sole proprietor, partnership, estate or trust doing business with the State of California must indicate their residency status along with their taxpayer identification number.

A **corporation** will be considered a "resident" if it has a permanent place of business in California. The corporation has a permanent place of business in California if it is organized and existing under the laws of this state or, if a foreign corporation has qualified to transact intrastate business. A corporation that has not qualified to transact intrastate business (e.g., a corporation engaged exclusively in interstate commerce) will be considered as having a permanent place of business in this state only if it maintains a permanent office in this state that is permanently staffed by its employees.

For **individuals/sole proprietors**, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose which will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For withholding purposes, a **partnership** is considered a resident partnership if it has a permanent place of business in California. An estate is considered a California estate if the decedent was a California resident at the time of death and a trust is considered a California trust if at least one trustee is a California resident.

More information on residency status can be obtained by calling the Franchise Tax Board at the numbers listed below:

From within the United States, call1-800-852-5711

From outside the United States, call..... 1-916-845-6500

For hearing impaired with TDD, call.....1-800-822-6268

ARE YOU SUBJECT TO NONRESIDENT WITHHOLDING?

Payments made to nonresident payees, including corporations, individuals, partnerships, estates and trusts are subject to withholding. Nonresident payees performing services in California or receiving rent, lease or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for state income taxes. However, no withholding is required if total payments to the payee are \$1500 or less for the calendar year.

A nonresident payee may request that income taxes be withheld at a lower rate or waived by sending a completed form FTB 588 to the address below. A waiver will generally be granted when a payee has a history of filing California returns and making timely estimated payments. If the payee activity is carried on outside of California or partially outside of California, a waiver or reduced withholding rate may be granted. For more information, contact:

Franchise Tax Board
Nonresident Withholding Section
Attention: State Agency Withholding Coordinator
P.O. Box 651 Sacramento, CA 95812-0615
Telephone: (916) 845-4900
FAX: (916) 845-4831

If a reduced rate of withholding or waiver has been authorized by the Franchise Tax Board, attach a copy to this form.

PRIVACY STATEMENT

Section 7(b) of the Privacy Act of 1974 (Public Law 93-5791) requires that any federal, state, or local governmental agency which requests an individual to disclose his social security account number shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State must provide their Taxpayer Identification Number (TIN) as required by the State Revenue and Taxation Code, Section 18646 to facilitate tax compliance enforcement activities and to facilitate the preparation of Form 1099 and other information returns as required by the Internal Revenue Code, Section 6109(a). The TIN for individual and sole proprietorships is the Social Security Number (SSN).

It is mandatory to furnish the information requested. Federal law requires that payments for which the requested information is not provided be subject to a 31% withholding and state law imposes noncompliance penalties of up to \$20,000.

You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

Please call the Department of Finance, Fiscal Systems and Consulting Unit at (916) 324-0385 if you have any questions regarding this Privacy Statement. Questions related to residency or withholding should be referred to the telephone numbers listed above. All other questions should be referred to the requesting agency listed in Section 1.

Enclosure 2

Darfur Contracting Act Form

Pursuant to Public Contract Code section 10478, if a bidder or proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a "scrutinized" company as defined in Public Contract Code section 10476.

Therefore, to be eligible to submit a bid or proposal, please complete only one of the following three paragraphs (via initials for Paragraph # 1 or Paragraph # 2, or via initials and certification for Paragraph # 3):

1. _____
Initials We do not currently have, or we have not had within the previous three years, business activities or other operations outside of the United States.
- OR**
2. _____
Initials We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.
3. _____
Initials We currently have, or we have had within the previous three year's business activities or other operations outside of the United States, but we certify below that we are not a scrutinized company below as defined in Public Contract Code section 10476. (Must complete Certification)

Certification for #3

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder to the clause listed above in # 3. This certification is made under the laws of the State of California.

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|---|----------------------------------|--------------------------|
| <i>Contractor/Bidder Firm Name (Printed)</i> | | <i>Federal ID Number</i> |
| <i>By (Authorized Signature)</i> | | |
| <i>Printed Name and Title of Person Signing</i> | | |
| <i>Date Executed</i> | <i>Executed in the County of</i> | |